

LICENSE AGREEMENT  
BETWEEN  
MONTGOMERY COUNTY, MARYLAND  
AND  
JEWISH COUNCIL FOR THE AGING

DATE: <sup>July</sup>~~June~~ 2, 2004

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## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter referred to as "License"), made this 2<sup>d</sup> day of ~~June~~<sup>July</sup>, 2004, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (the "County") and JEWISH COUNCIL FOR THE AGING (the "Licensee"), (the County and the Licensee together the "PARTIES").

### WITNESSETH:

In consideration of the covenants contained in this License, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties mutually agree as follows:

1. PREMISES: County does hereby grant Licensee the privilege, license and right to use 4,500 square feet on the second floor of the Building (the "Building") located at the Bethesda Chevy Chase Regional Services Center, 4805 Edgemoor Lane, Bethesda, MD 20814 as outlined in red on **EXHIBITS A-1 and A-2**, (the "Licensed Premises") which is attached to this License and incorporated as if fully set forth, for the exclusive purpose of providing a senior citizen resource center. Licensee shall have access to that portion of the Licensed Premises identified on Exhibit A-1 as the "Full-Time Licensed Premises" 24 hours per day, 365 days per year and Licensee shall have access to that portion of the Licensed Premises identified on Exhibit A-2 as the "Multi-Purpose Room" between 8:00 a.m. and 5:00 p.m. Monday through Friday (the "Multi-Purpose Room Hours").

2. TERM: The License commences July 1, 2004 and is coterminous with the expiration or termination of the Service Contract attached as Exhibit B (the "Service Contract") and incorporated as if fully set forth. Notice of any early termination of the Service Contract shall be given by Licensee to County as detailed in Paragraph 3, below.

3. EARLY TERMINATION: It is agreed between the Parties that this License may be terminated by the County at any time during the License term or any extension of the License Term upon thirty (30) days written of the termination, unless the Licensee is removed as a Service Provider under the Service Contract for cause. County is under no obligation to provide alternative space for Licensee and is not responsible for any moving costs or any expenses incurred by Licensee to relocate or move whether such move or relocation is the result of termination or any other reason.

4. CONSIDERATION: In consideration of services required by the Contract and for the rights and obligations provided for in this License Licensee shall pay TWELVE DOLLARS (\$12.00) per year. Further, it shall be the Licensee's obligation to keep the Full-Time Licensed Premises (and the Multi-Purpose Room during the Multi-Purpose Room Hours) in neat and tenantable condition.

5. USE OF PREMISES: Licensee covenants and agrees that the Licensed Premises shall be used only for provision of the services described in the Service Contract (the "Permitted Uses"). Licensee agrees to ensure compliance with all licensing requirements regulating the use of the Licensed Premises herein described. Licensee shall be responsible for obtaining Use and Occupancy Permit in the Licensee's name from the proper County authorities, and all other licenses and certifications required by State, Federal, and County law. Failure to obtain and maintain any certifications and licenses required under State, Federal, or Local law to operate the program defined in the Service Contract will constitute a breach of this License. Licensee will use and occupy the Licensed Premises during the Term for no purpose other than the use specified in the Service Contract.

6. PLAZA USE AND ACCESS: Tenant acknowledges that the Plaza and Plaza level access is managed and maintained by the Housing Opportunities Commission, "the HOC." Tenant agrees to comply with all rules and regulations of the HOC relating to the Plaza. Any requests for uses beyond normal pedestrian use shall be coordinated through HOC apartment management. Licensee acknowledges that the Plaza shall be secured at night for safety and that night access will also need to be coordinated through HOC's apartment manager

7. PARKING: Licensee understands that no parking will be provided, beyond the three (3) spaces that will be designated for the use of Licensee's

staff and will be paid by Licensee by separate agreement. Licensee will provide the license plate numbers, make and models of the cars to be parked in the designated spaces. The Licensed Premises are located above a public parking garage known as Garage 49. Other than the three designated spaces noted above, staff and visitors will have the use of Garage 49 to the same extent and upon the same terms and conditions as the general public. Licensee agrees to use the parking facilities in common with other occupants.

8. USE OF THE LOADING DOCK: Licensee may use the building's loading dock area to accept deliveries. Licensee understands that the dock serves the entire development, including apartments, office building and retail space. The loading dock area is controlled by the HOC. Licensee must coordinate its use of the loading dock area through the HOC's manager.

9. CONTROLLED ACCESS:

A) Licensed Premises – Licensee acknowledges that County does not provide on-site personnel for controlling access to the Licensed Premises or any other security services. Licensee will contact County police or fire and rescue as appropriate in emergency situations.

Access to the building in which the Licensed Premises is located will be granted via a remote card access system. The County will furnish three (3) access cards to the Licensee. Licensee will be responsible for controlling distribution of cards to employees of the Licensee. In the event it becomes necessary to replace cards for any reason other than the fault of the County, Licensee will be responsible for the replacement cost of the cards.

B) Plaza, Loading Dock and Apartment Building – Licensee acknowledges that HOC or its contractor is responsible for security of the Plaza, Loading Dock and Apartment Building at all times. Licensee must notify HOC or its contractor in the event security services are needed in these areas. Licensee must notify County police or fire and rescue personnel as appropriate.

10. ASSIGNMENT: This License may not be Assigned by Licensee.

11. CONDITION OF PREMISES: Licensee accepts the Licensed Premises in "as is" condition. Licensee agrees to maintain the Full-Time Licensed Premises (and the Multi-Purpose Room during the Multi-Purpose Room Hours) in good condition and free of clutter throughout the term of this License. Licensee acknowledges

and agrees that at the end of the Term, the Full-Time Licensed Premises shall be returned to the County in the same condition as they were when Licensee accepted the Full-Time Licensed Premises, with reasonable wear and tear and damage due to casualty excepted.

12. ALTERATIONS AND IMPROVEMENTS:

A. Licensee shall not undertake any alterations, changes or improvements to the Licensed Premises without the prior written consent of the County. Once County's consent has been obtained, Licensee shall be responsible for the acquisition of any and all necessary permits and for the observance of all building and zoning ordinances and regulations then in effect. Failure to adhere to any previously approved plans, applicable ordinances or regulations shall be deemed to be a breach of this License.

B. County's Approval and Inspection: In order to secure County's approval of any structural alterations or improvements, Licensee shall submit to County plans and specifications clearly setting forth the work to be performed. County shall respond in writing within 45 days from receipt of plans and specifications. County shall inspect the Licensed Premises upon completion of the work to determine adherence to submitted specifications and compliance with applicable codes and regulations. In the event that the completed work is not satisfactory to County, Licensee shall undertake any necessary corrections, at Licensee's risk and expense.

13. LIENS: Licensee shall not do or suffer anything to be done whereby the Licensed Premises shall be encumbered by any lien, including mechanic's liens. Licensee expressly covenants and agrees that it will, during the term hereof, within 60 days after the filing thereof, promptly remove or release, by the posting of a bond or otherwise, as required or permitted by law, any lien attached to or upon the Licensed Premises or any portion thereof by reason of or any act or omission on the part of Licensee, and hereby expressly agrees to save and hold harmless the County from and against any such lien or claim of lien. In the event any such lien does attach, or any claim of lien is made against said Licensed Premises, and shall not be thus released within said sixty (60) day period, County, in its sole discretion (but nothing herein contained shall be

construed as requiring it so to do), may pay and discharge the said lien and relieve the said Licensed Premises from any such lien, and Licensee agrees to pay and reimburse County upon demand for or on account of any expense which may be incurred by County in discharging such lien or claim.

14. SERVICES AND OPERATING EXPENSES:

A. By County: Subject to annual appropriation, County agrees to provide within the Licensed Premises, at County's sole cost and expense the following:

- i. General maintenance, including but not limited to: changing filters in HVAC equipment; exterior window cleaning; lawn maintenance including grass mowing; general grounds keeping including mulching, trimming of shrubbery and trees; snow and ice removal from sidewalks adjacent to the Licensed Premises, from parking areas and driveway; gutter cleaning and light bulb replacement. Licensee shall not proceed with any painting or use any unusual or hazardous materials in the performance of these requirements without prior consent of the County.
- ii. Repair or replacement of HVAC, mechanical, plumbing, fire and life safety and electrical systems.
- iii. Maintain and repair the common areas of the Building, the exterior walls of the Building, exterior windows of the Building, the roofing and gutters, except gutter cleaning.
- iv. All custodial services at the same frequency as it provides such services to the Bethesda-Chevy Chase Services Center.
- v. Utilities, including electric, gas, fuel oil and water.
- vi. Refuse removal, recycling and pest control.
- v. Fire Extinguisher service and replacement, as necessary.

- B. By Licensee: Licensee, at Licensee's sole cost and expense, shall provide:
- i. Its own telephone Service
  - ii. Its own Internet Service.
  - iii. Activity clean up and set up.

15. FURNITURE, FIXTURES AND EQUIPMENT: Licensee licenses with the Licensed Premises the furniture owned by the County which are scheduled on Exhibit C attached hereto. At the termination of this License, Licensee must deliver to the County the furniture scheduled in Exhibit C in good, clean condition, reasonable wear and tear excepted. All items which are attached to the building, or are a part of the Building's systems at the time the building is delivered to Licensee, shall remain with the Building and shall be delivered to Licensee along with the building. Plumbing, electrical and heating fixtures and all other fixtures, except trade fixtures, installed by the Licensee shall remain in the Licensed Premises at end of the Term. All items installed within the Licensed Premises at Licensee's expense shall remain the property of Licensee and shall be removed by Licensee at the expiration or other termination of this License. Licensee shall, however, repair any damage caused by reason of said removal. Any personal property remaining within the Licensed Premises after termination of the License shall become property of the County. The County shall dispose of any such property in the manner it deems appropriate.

16. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

A. Licensee agrees to obtain and maintain, during the full term of this License, a policy of liability insurance with minimum combined bodily injury and property damage in the amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for each occurrence, and ONE MILLION AND NO/100 DOLLARS (\$1 000,000.00) in the aggregate, issued by an insurance company licensed in the State of Maryland and reasonably acceptable to County.

B. Licensee agrees to obtain and maintain, during the term of this License, a policy of Workers' Compensation and Employers' Liability coverage. The Workers' Compensation policy must be in amounts as required by statute and the

Employers' Liability Policy must be in amounts of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000) for each accident for bodily injury by accident, FIVE HUNDRED THOUSAND (\$500,000) DOLLARS for policy limits for bodily injury by disease and ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000) each employee for bodily injury by disease.

C. Licensee shall maintain adequate fire, theft and vandalism insurance for the contents on the Licensed Premises.

D. County shall maintain "all-risk" fire and liability insurance on the Building for the full replacement value of the Building. County reserves the right to self-insure.

E. Licensee shall, within the earlier of thirty (30) days from execution of this License or Licensee's entry onto the Licensed Premises, deliver to the County the required policies or certificates of insurance, evidencing the coverage hereinabove stated and naming the County as an additional insured and/or loss payee. The policies shall provide 45 days notice of cancellation to County. Licensee has the obligation, without notice, to assure that the County always has a valid unexpired Certificate of Insurance.

F. The certificate holder shall be Montgomery County Government, Department of Public Works and Transportation, Office of Real Estate, 101 Monroe Street, 10<sup>th</sup> Floor, Rockville, Maryland 20850.

G. County and Licensee agree that in the event the Licensed Premises, the Building or the contents thereof are damaged or destroyed by fire or other casualty, the rights, if any, of either party against the other with respect to such damage or destruction are waived. All policies of fire and/or extended coverage or other insurance covering the Licensed Premises, the Building or the contents thereof obtained by County or Licensee shall contain a clause or endorsement providing in substance that (i) such insurance shall not be prejudiced if the insureds thereunder have waived in whole or in part the right of recovery from any person or persons prior to the date and time of loss or damage, if any, and (ii) the insurer waives any rights of subrogation against County (in the case of Licensee's insurance policy) or Licensee (in the case of County's insurance policy), as the case may be.

17. HOLD HARMLESS:

A. Except as may be the result of the negligent acts or omissions of the County, the County's employees, agents and contractors and subject to Section 17(G) hereof, Licensee agrees to hold harmless and defend the County from and against any and all claims of liability, actions, damages and expenses (i) arising out of or related to Licensee's breach of this agreement or use or possession of the Full-Time Licensed Premises and the Part Time Premises (but only during the Part-Time Licensed Premises Hours) or (ii) in connection with any construction or installation of equipment performed by Licensee, its agents, employees or contractors, within the Licensed Premises, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the Licensed Premises hereinabove described, or such construction or installation of equipment shall have been approved by County.

B. Except as may be the result of the negligent acts or omissions of the Licensee, the Licensee's employees, agents and contractors and subject to Section 17(G) hereof, the County agrees to hold harmless and defend the County from and against any and all claims of liability, actions, damages and expenses arising out of or related to the County's use, maintenance or management of the Building and the land upon which the Building is located.

18. RESPONSIBILITIES OF LICENSEE: Licensee covenants and agrees as follows:

A. Licensee shall not keep gasoline or other flammable material or any explosive within the Licensed Premises which will increase the rate of fire insurance on the Licensed Premises beyond the ordinary risk established for the type of operations described in Paragraph 5, above. Any such increase in the insurance rate due to the above, or due to Licensee's operations within the Licensed Premises, shall be borne by Licensee. Licensee shall not willfully do any act or thing in or about the Licensed Premises which may make void or voidable any insurance on the Licensed Premises, and Licensee, upon receipt of the same in writing, agrees to conform to all rules and regulations established from time to time by the County, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.

B. Licensee shall not use or allow the Licensed Premises or any part thereof to be used for any illegal, unlawful or improper purpose or for any act or

thing that may be a nuisance, annoyance, inconvenience, or cause damage to the Licensed Premises, adjacent properties or the adjacent neighborhood.

C. Licensee shall not place upon the Licensed Premises any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by County.

D. Licensee acknowledges that all responsibilities of Licensee relating to the use or misuse of the Licensed Premises and anything therein shall be construed to include use or misuse thereof by Licensee's agents and employees, guests and invitees.

E. Licensee shall not have pets in or about the Licensed Premises. This provision does not limit Licensee or Licensee's clients' rights to have bona fide service animals on the Licensed Premises. Licensee is solely responsible for the proper care of service animals in the licensed Premises and in keeping the Licensed Premises clean and free of debris and waste associated with the care and feeding of service animals.

F. Licensee, upon receipt of the same in writing shall comply with all reasonable rules and regulations with regard to the use of the Licensed Premises that may be from time to time promulgated by County, and any violation of said rules and regulations upon the expiration of any applicable notice and cure period shall be deemed to constitute a violation of this License. It is understood that such rules and regulations shall not unreasonably interfere with or prevent the intended uses of the demised premises as set forth in this License. County shall not discriminate against Licensee in the enforcement of any rule or regulation. If there shall be a conflict between this License and rules and regulations, the terms of this License shall govern.

G. Licensee further acknowledges that all appliances and equipment are in working order.

H. Licensee must maintain in good condition, and promptly and diligently repair any damage to (or replace if reasonably necessary in the circumstances), any trade fixtures.

I. Licensee must require and assure that all entrance doors and windows in the Full-Time Licensed Premises shall be closed and locked when the Licensed Premises are not in use. Further, Licensee before closing and leaving the Full-Time Licensed Premises at any time must close all windows and doors and secure the Full-Time Licensed Premises. No additional locks or bolts of any kind shall be placed upon any of the entrance or interior doors or windows by Licensee nor shall any changes be made in existing locks or the mechanisms thereof without prior written approval of County and in the event of an approved change, shall provide County with keys to the facility. Licensee shall, upon the termination of its tenancy, restore to the County all keys of the building, offices, and bathrooms, either furnished to, or otherwise procured by, the Licensee, and in the event of the loss of any keys so furnished the Licensee shall pay to the County the cost thereof.

J. Licensee must establish and post in the Licensed Facility an appropriate fire evacuation plan and hold fire drills as required. All occupants of the Licensed Premises shall be informed as to the safe and proper operation of all appliances and equipment in the Licensed Premises.

K. Licensee agrees to have an on-site representative to interact direct with on-site staff of the Bethesda Chevy Chase Services Center for facility, property management and day-to-day issues relative to Licensee's occupancy.

19. DESTRUCTION OF PREMISES:

A. In the event of damage to or destruction of the Licensed Premises or any part thereof by fire, storm, flood or other casualty which does not require Licensee to suspend entirely its business, the County shall, as soon as practicable after said damage or destruction, repair and restore the Licensed Premises to the condition they were in immediately prior to said damage or destruction. Should such damage or destruction of said premises or any substantial part thereof render the Licensed Premises wholly unavailable for use by the Licensee for the Permitted Uses and it is estimated that it will take longer than one hundred eighty (180) days to repair and restore the Licensed Premises to the condition they were in immediately prior to said damage or destruction County may terminate this License within thirty (30) days following the date of the

destruction of the Licensed Premises as described above by sending of the termination notice to the Licensee.

B. In addition, in the event of damage to or destruction which renders fifty percent (50%) or more of the Building untenable and it is estimated that it will take longer than one hundred eighty (180) days to repair and restore such damage, County may elect not to restore the said building and this License shall automatically terminate and the Parties shall be discharged from all responsibilities thereafter arising under this License.

20. DEFAULT: Licensee shall be considered in default of this License and County may terminate this License upon the occurrence of any of the following:

- i. Failure to perform under any term, covenant or condition of this License which continues for a period of fifteen (15) days after written notice thereof to Licensee by the County (provided that if such default will take longer than this fifteen (15)-day period to cure, Licensee shall have such longer period, as may be reasonably required to effectuate such cure, as long as such cure is commenced within such fifteen (15)-day period, and such cure is prosecuted diligently to completion),
- ii. The commencement of any action or proceeding for the dissolution or liquidation of Licensee, or for the appointment of a receiver or trustee of Licensee's property.
- iii. The making of any assignment for the benefit of Licensee's creditors.
- iv. The abandonment of the Licensed Premises by Licensee.
- v. Any default or breach of the terms and conditions of the Service Contract which is not cured prior to the expiration of any applicable notice and cure period.
- vi. Use of the Licensed Premises by the Licensee or with the consent of Licensee, for uses other than the Permitted Uses.

- vii. The intentional use of the Licensed Premises by Licensee or by Licensee's agents, employee, contractors, or guests, for any unlawful purpose.

21. ACCESS: Licensee shall allow County and County's employees or agents to have access to the Licensed Premises at all reasonable times for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work required to be performed by County, or which County considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Licensed Premises.

22. SURRENDER OF POSSESSION: Licensee covenants and agrees that, at the expiration or other termination of this License, to remove all goods and effects from the Licensed Premises not the property of County, and to yield up to County the Licensed Premises and all keys, locks and other fixtures connected therewith (except trade fixtures belonging to Licensee), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Licensee is not herein expressly made liable excepted. Subject to the terms of this License Agreement to the contrary (including Section 17(G), Licensee shall pay for all damages to the Licensed Premises, its fixtures, and appurtenances, as well as all damages sustained by Licensee or occupants of the Licensed Premises due to any waste, misuse, or neglect of said Premises, its fixtures, and appurtenances, by said Licensee, its employees, or any other person or persons upon the premises by Licensee's permission.

23. NOTICE OF ACCIDENTS, DEFECTS OR DAMAGES: Licensee shall give to County prompt verbal notice of accidents in or damages to the Licensed Premises, and, within twenty-four (24) hours, Licensee shall follow-up with a detailed written report of such accidents or damages.

24. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the Parties that Licensee, at Licensee's expense, shall

promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government, or any municipality in which the Licensed Premises are located, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office (the "Applicable Laws"). In no event shall Licensee be liable for any violations of Applicable Laws with respect to the Licensed Premises which are existing as of the Commencement Date. The County shall be required to ensure that the Building and the land upon which the Building is located are in compliance with all Applicable Laws.

25. WAIVER: No waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself or of any subsequent breach thereof.

26. NON-DISCRIMINATION: Licensee agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code (1994), as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination and discrimination in public accommodations. The Licensee assures the County that in accordance with applicable law; it does not, and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference, disability or genetic status.

27. PUBLIC EMPLOYMENT: Licensee understands that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code (1994), as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

28. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail and

shall be deemed to be effective when received or refused by the addressee. Notices to the respective Parties shall be addressed as follows:

Licensee:

Jewish Council for The Aging  
11820 Parklawn Drive, Suite 200  
Rockville, Maryland 20852  
Attention: Executive Director

County:

Montgomery County  
Department of Public Works  
and Transportation  
Office of Real Estate  
101 Monroe Street  
10th Floor  
Rockville, Maryland 20850

With a copy that does not  
constitute notice to:

Montgomery County Government  
Office of the County Attorney  
101 Monroe Street, 2<sup>nd</sup> Floor  
Rockville, Maryland 20850

29. RESIDENT AGENT: The Resident Agent for the Licensee is Irvin A. Lavine, Esq. and his address for receipt of notices and service of process is 411 Greenwood Avenue, Chestertown, MD 21620-1428. Licensee must immediately notify County of any change in resident agent or address as provided herein.

30. PROHIBITION OF HAZARDOUS SUBSTANCES: The Licensee agrees not to store or bring hazardous substances onto the Licensed Premises in violation of Applicable Laws. The Licensee indemnifies County against any and all claims of any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the premises by the Licensee, its agents, contractors or employees.

31. NON-APPROPRIATION: This License shall terminate automatically on July 1 of any year for which the County, for whatever reason does not appropriate funds to pay for the services specified in the Service Contract. The Licensee shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

32. AMERICAN DISABILITIES ACT REQUIREMENTS: County and Licensee agree that any future modifications made to the Licensed Premises shall be made in conformance with the requirements of the Americans with Disabilities Act, the Federal Fair Housing Act, and all safety and accessibility requirements in Federal, State, and County Laws and regulations. Licensee must obtain all required permits prior to making any modifications to the Licensed Premises and must comply with all applicable Building and Safety Codes.

IN WITNESS WHEREOF, the Parties have caused this agreement to be properly executed.

WITNESS:

COUNTY:  
MONTGOMERY COUNTY,  
MARYLAND

By: Rebecca S. Domaruk

By: Joseph F. Beach  
Joseph F. Beach, Assistant  
Chief Administrative Officer

Date: 7/2/04

WITNESS:

LICENSEE:

By: Richard L. Z...

JEWISH COUNCIL FOR THE AGING  
By: David N. Gamse  
David N. Gamse

Title: Executive Director  
Jewish Council for the Aging

Date: 6/29/04

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

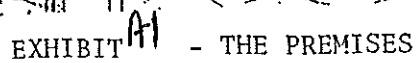
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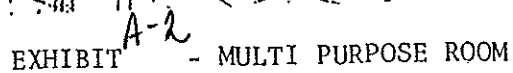
By: Eileen J. Brennan

By: Cynthia L. Brenneman  
Cynthia L. Brenneman, Director  
Office of Real Estate

Date: 6/18/2004

Date: 6/17/04





## **CONTRACT**

This Contract is between Montgomery County, Maryland (the "County") and Jewish Council for the Aging of Greater Washington, Inc., 11820 Parklawn Drive, Suite 200, Rockville, Maryland 20852 (the "Contractor").

### **BACKGROUND**

1. The County wishes to continue the provision of programs for senior adults at the facility located on the second floor of the Bethesda Regional Services Center, at 4805 Edgemoor Lane in Bethesda, Maryland (the "Facility"). The Contractor must work in a leadership role with existing community organizations to improve the quality of life for senior adults in the greater Bethesda area.
2. The County issued RFP # 4645001022 on November 24, 2003. The Contractor submitted a proposal in response to the RFP and was selected by the County to provide the program of services as described in this Contract, the RFP, and the Contractor's proposal.
3. The County has determined that it is in its best interest to enter into this Contract.

### **TERMS AND CONDITIONS**

#### **I. SCOPE OF SERVICES**

- A. The Contractor must provide a program of services for senior adults at the Facility, referenced above under Background. The Contractor's program of services must include, but is not limited to, the following:
  1. senior resource and informational services;
  2. senior employment services;
  3. computer-related activities;
  4. seminars;
  5. health checks and screenings;
  6. intergenerational programs; and
  7. special events/excursions.
- B. The Contractor must set up an advisory group consisting of senior adults and community leaders from the Bethesda-Chevy Chase area of Montgomery County, Maryland, for the purposes of receiving recommendations, guidance, and feedback regarding the program conducted under this Contract. The Contractor must submit the names and titles, if applicable, of advisory group members to the County's Contract Monitor in writing for approval.
- C. The Contractor must enter into a space license agreement for the Facility with the County's Department of Public Works and Transportation within 60 days of

execution of this Contract by the County unless the County notifies the Contractor that it will occur within a certain period of time after the 60 days.

D. Hours of Operation

1. The Contractor must operate its program of services at the Facility Monday through Friday, except for County holidays and Jewish holidays, from 9:00 a.m. to 4:00 p.m. The Contractor may conduct occasional services before or after the hours referenced, and on weekends, subject to County approval. The Contractor may modify this schedule of operation if the Contractor submits a written request to the County's Contract Monitor, and if the County's Contract Monitor approves the request, in writing.
2. The large multipurpose room and/or activity rooms in the Facility may be used (by the Contractor or by the County) for non-senior activities during hours when seniors would not normally be in the building. The Contractor's use of these rooms under these circumstances is subject to the County's approval. The Contractor must submit a request for the use of these rooms to the County's Contract Monitor, either in writing or verbally, as directed by the County's Contract Monitor.

E. The Contractor must provide for costs associated with telephone service and computer/internet service at the Facility. The County will not pay for these services.

F. The County will pay costs associated with utilities (electricity, water, etc.) at the Facility. The County currently provides heat or air conditioning, as appropriate, to the Facility between the hours of 7:30 a.m. and 10:30 p.m., Monday through Friday, and between the hours of 9:00 a.m. and 5:00 p.m. on Saturdays. The County will not provide heat or air conditioning for the Facility on County holidays or on Sundays.

G. The County has furnished the Facility as appropriate for its rooms and spaces, and as shown in Attachment A to this Contract (Furniture Inventory). The furniture can remain in place at the Facility for the duration of the Contract term, but is considered the property of the County. At the termination of this Contract, the Contractor must provide the items listed in Attachment A to the County in good and clean condition, with the exception of reasonable wear and tear.

H. The Contractor must maintain the Facility in good condition and state of repair, and free of clutter throughout the term of this Contract.

II. RECORDS AND REPORTS

A. The Contractor must provide quarterly reports to the County, no later than a date required by the County and in a format approved by the County verbally or in

writing, detailing services provided under the Contract for the quarter. At a minimum, the Contractor must provide descriptions of the services provided for the quarter under this Contract (as detailed under I.A.), number of clients served for each category of services detailed under I.A., and demographic information regarding clients served. The Contractor must provide further information in the quarterly reports as required by the County, in accordance with the nature of the activities or programs conducted by the Contractor.

- B. Within 30 days of the close of each contract fiscal year, the Contractor must submit to the County a written annual report and evaluation of the services provided to senior adults under this Contract. The annual reports must include information required in the quarterly reports, as described above under II.A. A fiscal year for this Contract begins on July 1<sup>st</sup> and continues through June 30<sup>th</sup>.

### III. PERFORMANCE MEASURES

- A. The Contractor must support Montgomery County Department of Health and Human Services goals of improving the health, safety, and self-sufficiency of residents, and must participate in achieving positive outcomes for all clients served under this Contract. At a minimum, the Contractor must provide quarterly reports, in a format approved by the County (either verbally or in writing) and as required by the County, detailing what services were provided for all clients pursuant to this Contract during the reporting period.
- B. Within 120 days of contract execution, the Contractor must provide to the County proposed performance measures for each program of services as referenced under I.A. of this Contract. The performance measures are subject to County approval, and the Contractor must refine them if necessary as required by the County. The Contractor must submit the performance measures in writing to the County's Contract Monitor for verbal or written approval.

### IV. COMPENSATION

There will be no compensation provided to the Contractor by the County for operating expenses or for direct services provided under this Contract. The County's contribution to this Contract is solely the provision of rent-free space and payment of costs associated with utilities (electricity, water, etc.) for this facility during the term of the Contract.

### V. TERM

The effective date of this Contract begins upon signature by the Director, Office of Procurement. The period in which the Contractor must perform all work under the Contract begins on the Contract's effective date and ends on June 30, 2005. The Contractor must also perform all work in accordance with time periods stated in Article I., Scope of Services, Article II., Records and Reports and Article III., Performance Measures. Before this term for performance ends, the Director, Office of Procurement, at

his/her sole option may (but is not required to) renew the term. The Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise the option to renew the term two times, for two (2) years each.

## VI. GENERAL CONDITIONS AND INSURANCE

The attached General Conditions of Contract between County and Contractor (Attachment B) are incorporated and made part of this Contract. The following insurance requirements supersede those outlined in the General Conditions:

Prior to the execution of the Contract by the County, the Contractor must obtain at its own cost and expense and keep in force and effect until termination of the contractual relationship with the County the following insurance with insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. Contractor's insurance must be primary.

### Commercial General Liability

A minimum limit of liability of one million dollars (\$1,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations during and for two years following completion of the work.

### Automobile Liability Coverage

A minimum limit of liability of one million dollars (\$1,000,000) combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

### Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employer's Liability limits:

- Bodily Injury by Accident - \$100,000 each accident
- Bodily Injury by Disease - \$500,000 policy limits
- Bodily Injury by Disease - \$100,000 each employee

### Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's

Commercial and Excess/Umbrella insurance for liability arising out of the Contractor's products, goods, and services provided under the contract.

Policy Cancellation

Forty-five (45) days written notice of cancellation or material change of any of the policies is required.

Certificate Holder

Montgomery County, Maryland  
DHHS/Kristin Bailey, Contract Manager  
401 Hungerford Drive, Sixth Floor  
Rockville, Maryland 20850

VII. PRIORITY OF DOCUMENTS

The following documents are incorporated by reference into and made part of this Contract and are listed in order of legal precedence below in the event of a conflict in their terms:

- A. This Contract document including the County's General Conditions of Contract Between County & Contractor (Attachment B);
- B. The County's RFP # 4645001022, Services for Senior Adults at the Bethesda Senior Source Center (Attachment C);
- C. The Furniture Inventory list (Attachment A); and
- D. The Contractor's Proposal in response to Montgomery County RFP #4645001022 (Attachment D).

(Signature Page Follows)

SIGNATURES

JEWISH COUNCIL FOR THE AGING OF  
GREATER WASHINGTON, INC.

MONTGOMERY COUNTY, MARYLAND

Signature \_\_\_\_\_

(Seal) \_\_\_\_\_

Beatrice P. Tignor, Ph.D., Director  
Office of Procurement

Typed \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

RECOMMENDED

Date \_\_\_\_\_

I hereby affirm that the above named person  
is empowered to sign contractual agreements  
for the organization.

Carolyn W. Colvin, Director  
Department of Health and Human Services

Date: \_\_\_\_\_

Signed \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY BY THE OFFICE OF THE  
COUNTY ATTORNEY

Typed \_\_\_\_\_

Assistant County Attorney

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

*HH5 to submit fully executed  
copies when it's returned from  
Procurement.*

## Exhibit C

### Bethesda Chevy Chase Senior Services Facility Inventory

Rooms	Equipment	Quantity
Multipurpose Room	Aluminum Tables 3' X 6'	2
	Aluminum tables 3' X 3'	3
	TV/VCR Combo mounted	1
	Sled Chairs	122
	Chair Dollies	6
	Portable stage modules	3
	Reception Lobby	
Reception Lobby	Reception desk	1
	Return	1
	Desk chair	1
	two seat sofa	1
	sofa chair	2
	sled chair	1
	Security monitor	1
Activity Room #1	Hon Storage Cabinet	1
	Sled chairs	8
	Aluminum Table 3' X 3'	5
	TV/VCR	1
Activity Room #2	Aluminum Table 3' X 6'	4
	Aluminum Table 3' X 3'	3
	Hon Storage Cabinet	1
	TV/VCR Combo	1
	Hon chair	1
Library	Round Coffee Table	2
	Sofa love seat	1
	Desk chairs	6
	Hon chairs	9
	Book case	1
Work Room	Aluminum Table 3 X 3	1
	Book case	2
Counseling Office	Secretarial desk	1
	Return	1
	Desk chair	1
	Computer desk	1
	File lateral drawer	1
Volunteer Office	Sled chair	1
	Book case	1
	Single desk	1
	Desk chair	1
	File lateral drawer	1
Directors Office	Sled chair	1